IEEE
Networking the World

Product Information:

SubscriptionTitle: *IEEE Specs & Standards*

Product Code No. *SN 17 D*

IEEE Standards On-Line SUBSCRIPTION

and
License Agreement for a Single User

This document is a non-exclusive License Agreement ("Agreement") between the Institute of Electrical and Electronics Engineers, Inc. ("IEEE"), located at Three Park Avenue, 17th Floor, New York, NY 10016-5997, USA, and the "Subscriber" ("Subscriber" means an individual person) named below. This Agreement may not be modified.

1. TERMS AND CONDITIONS

Upon payment of the annual subscription fee, IEEE grants Subscriber a non-exclusive and non-transferablelicense which allows Subscriber the right to use the IEEE Standards On-Line service ("Licensed Service") to access via the Internet selected IEEE Standards publications including approved IEEE standards and/or unapproved standards drafts (hereinafter collectively referred to as "Licensed IEEE Standards") as identified in the **Product Information** section above, for Subscriber's sole use for a period of one (1) year. This Agreement will be automatically renewed unless IEEE is notified by Subscriber within thirty (30) days of renewal date, that Subscriber does not intend to renew the Agreement. The Subscriber may not sublicense or otherwise transfer the use of this Licensed Service.

2. COPYRIGHT & USE RESTRICTIONS

The copyright in the text retrieved, displayed or output by the Licensed Service is owned by IEEE and is protected by the copyright laws of the United States and international treaties. Subscriber's may down-load or print text, search results, or other information from the Licensed IEEE Standards for personal use. Subscriber may print out a complete copy of each of the Licensed IEEE Standards for personal archive purposes. Subscriber may loan any of the personal archive copies to co-workers within Subscriber's organization for internal use, but may not reproduce and distribute any additional copies of the Licensed IEEE Standards to others, for any other purpose, unless expressly stated herein, or unless a separate Reproduction and Distribution Agreement has been obtained from the IEEE. Subscriber may not prepare and distribute copies of any of the Licensed IEEE Standards or derivative works based on the Licensed IEEE Standards to any external parties. Subscriber may not alter, modify or adapt any data retrieved by use of the Licensed Service *except* that Subscriber may copy and incorporate **portions** of the Licensed IEEE Standards for internal use and distribution in connection with Subscriber's internal work product, provided the IEEE's copyright notices are on every copy made.

3. SUBSCRIPTION FEES

The Subscriber shall be given access to the Licensed Service upon payment of the associated subscription fees plus handling charges and any applicable Sales and/or Use taxes or duties. Subscriber will be billed for such fees and payment will be due in advance in order to access the Licensed Service, or by the renewal date for any subsequent terms.

4. LIMITED WARRANTIES & LIMITATION OF REMEDIES

IEEE has made best efforts to ensure the currency and accuracy of the data retrieved by use of the Licensed Service. This Agreement makes no other warranties about the Licensed Service whatsoever. In the event of failure in service IEEE will make reasonable efforts to restore the Licensed Service within forty-eight (48) hours of notification. IEEE is not responsible for events outside its reasonable control. Subscriber's sole remedy with respect to any unresolved failure is the right to terminate the Licensed Service for a prorated refund.

5. LIMITATION ON LIABILITY

In no event shall IEEE be liable for consequential, exemplary, special, incidental, punitive or indirect damages or attorneys fees in connection with a claim relating to this Agreement or the performance of the Licensed Service. In no event may IEEE's damages exceed the total amounts received by IEEE from the Subscriber hereunder. Some states do not allow the exclusion or limitation of liability for incidental or consequential damages, and/or implied warranties, so the above limitations may not apply.

6. TERMINATION

Subscriber may terminate this Agreement for any reason or at any time. In the event of voluntary termination, Subscriber will not be entitled to a refund. The Agreement and license may be terminated by either party in the event of any breach of the terms of this Agreement. If Subscriber does not renew the Agreement within thirty (30) days of its expiration, Subscriber is required to destroy all copies of the data retrieved by use of the Licensed Service stored in any form, except for portions of the Licensed IEEE Standards which are incorporated into Subscriber's internal derivative works as permitted in this Agreement. If Subscriber wishes to keep the retrieved data files and the Agreement is terminated during, or not renewed after, the first year, Subscriber shall pay a royalty 2.5 times the current or renewal rate, whichever is less. If terminated or not renewed during or after the second year, Subscriber will pay 1.5 times the current or renewal rate whichever is less. In the event that Subscriber renews the Agreement for a third or subsequent year, or terminates during or after the third year, Subscriber will be entitled to keep the data retrieved.

7. GENERAL TERMS

All matters relating to this Agreement shall be governed by the laws of the State of New York and the United States of America. If any of the terms of this Agreement are deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In witness whereof, the Subscriber has signed this Agreement, and in doing so agrees to comply with all of the terms and conditions, covenants and obligations contained herein.

Signature: _____

Subscriber Name: _____

Email: _Robert.maste te.faa.gov_

Telephone: _609.485.5242_

Date: _12/2/99_

Address: _FAA William J. Hughes Technical Center_
Atlantic City   NJ   08405